TA 99(08)122 (M) (2)

19549 PG750

Number of pages 5

TORRENS

Serial # ____________

Certificate # ____________

Prior Ctf. # ____________

Deed / Mortgage Instrument

2

CG 22600

Received as Mortgage Tax on the within Instrument $ 548 75

and $ ________ Special Add'l Tax

and $ 191.25 Special Add'l Tax

JUN 24 1999

EDWARD P. ROMAINE

CLERK OF SUFFOLK COUNTY

CG 22600

Deed / Mortgage Tax Stamp

1

RECORDED

99 JUN 24 AM 10:42

EDWARD P. ROMAINE

CLERK OF

SUFFOLK COUNTY

Recording / Filing Stamps

4 FEES

Page / Filing Fee	15	
Handling	5	
TP-584		
Notation		
EA-52 17 (County)		
EA-52 17 (State)		
R.P.T.S.A.	15	—
Comm. of Ed.	5.00	
Affidavit		
Certified Copy		
Reg. Copy		
Other		

Sub Total 20

Sub Total 20

GRAND TOTAL 40 —

4

Mortgage Amt.	76500	—
1. Basic Tax	382	50
2. Additional Tax	166	25
Sub Total	548	75
Spec./Assit. Or Spec. /Add.	191	25
TOT. MTG. TAX	740	00

Dual Town ______ Dual County ______

Held for Apportionment ______

Transfer Tax ______

Mansion Tax ______

The property covered by this mortgage is or will be improved by a one or two family dwelling only.

[✓ YES] ______ or NO ______

If NO, see appropriate tax clause on page # ______ of this instrument.

5 Real Property Tax Service Agency Verification

	Dist.	Section	Block	Lot
Stamp	0900	064.00	02.00	016.003
Date 5/28/99				
Initials				

6 Community Preservation Fund

Consideration Amount $ ______

CPF Tax Due $ ______

Improved ______

Vacant Land ______

TD ______

TD ______

TD ______

7 Satisfactions/Discharges/Releases List Property Owners Mailing Address

RECORD & RETURN TO:

Larry H. Weiss, Esq.
1900 Hempstead Turnpike
Suite 200
East Meadow, New York 11554

8 **Title Company Information**

Co. Name Title Associates Inc.

Title # TA#99(08)122

9 Suffolk County Recording & Endorsement Page

This page forms part of the attached Mortgage made by:

(SPECIFY TYPE OF INSTRUMENT)

Brian Mehling

The premises herein is situated in SUFFOLK COUNTY, NEW YORK.

TO

In the Township of Southampton

Suzanne Seitles

In the VILLAGE

or HAMLET of ______

BOXES 5 THRU 9 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

M 074—Mortgage subordinate, plain English format, 11-78

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CONSULT YOUR LAWYER BEFORE SIGNING THIS FORM—THIS FORM SHOULD BE USED BY LAWYERS ONLY.

9
140

Mortgage

Date MAY 20, 1999

The Mortgagor promises and agrees as follows:

Parties Mortgagor [illegible] INC [illegible] HOSPITAL PLAZA, APT. #502, PATTERSON, NEW JERSEY 07503

Mortgagee SUZANNE SEITLER, 2 LADY JANES WAY, NORTHPORT, NEW YORK 11768

Transfer of rights in the Property 1. The Mortgagor hereby mortgages to the Mortgagee the Property described in this Mortgage. Mortgagor can lose the Property for failure to keep the promises in this Mortgage.

Underlying debt, future advances 2. This Mortgage is given to secure a Debt which Mortgagor owes the Mortgagee for SEVENTY SIX THOUSAND FIVE HUNDRED .... dollars ($ 76,500.00), payable with interest according to a Bond or Note having the same date as this Mortgage. The Mortgagee may make advances in the future to the Mortgagor or future owners of the Property. In addition to the above Debt the Bond or Note and this Mortgage is intended to secure any more debts now or in the future owed by the Mortgagor to the Mortgagee. The maximum amount of debt secured by the Bond or Note and this Mortgage shall not be greater than the Debt stated above. Mortgagee is not obligated to make future advances.

Property mortgaged 3. The Property mortgaged (the "Property") is All

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Southampton, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Water Mill Towd Road located at the southwesterly corner of the herein described parcel, which point is distant the following five courses and distances from the intersection of the easterly side of Water Mill Towd Road and the southerly side of Williz Valley Road;

(1) South 5 degrees 22 minutes 35 seconds west 336.15 feet;

(2) South 7 degrees 16 minutes 05 seconds east 395.73 feet;

(3) South 31 degrees 42 minutes 25 seconds east 278.25 feet;

(4) South 44 degrees 18 minutes 45 seconds east 281.43 feet;

(5) South 37 degrees 45 minutes 25 seconds east 315.90 feet;

RUNNING THENCE from the point or place of beginning northerly along the arc of a regular curve bearing to the left and having a radius of 121.24 feet a distance of 100.16 feet to a point;

THENCE north 4 degrees 54 minutes 38 seconds east a distance of 70.79 feet;

THENCE south 05 degrees 59 minutes 10 seconds east a distance of 215.27 feet to lands now or formerly of Robert and Evelyn Cassidy;

THENCE south 4 degrees 00 minutes 50 seconds west a distance of 529.21 feet to the easterly side of Water Mill Towd Road;

THENCE northerly along the easterly side of Water Mill Towd Road the following two courses and distances:

(1) North 26 degrees 10 minutes 35 seconds west a distance of 373.31 feet;

(2) North 37 degrees 45 minutes 25 seconds west a distance of 179.23 feet to the point or place of BEGINNING.

SAID PREMISES COMMONLY KNOWN AS 396 WATERMILL TOWD ROAD, SOUTHAMPTON, NEW YORK

BM

The real property covered by this
mortgage is or will be improved by
only a one or two family residence
or dwelling.

For Mortgage Tax Purposes

This mortgage affects real
property principally improved
or to be improved by a one or
two family residence or dwelling.

Payment 4. Mortgagor will pay the Debt as promised in the Bond or Note according to its terms.

Insurance 5. Mortgagor will keep the buildings on the Property insured against loss by fire and other risks included in the standard form of extended coverage insurance. The amount shall be approved by Mortgagee but shall not exceed full replacement value of the buildings. Mortgagor will assign and deliver the policies to Mortgagee. The policies shall contain the standard New York Mortgage clause in the name of Mortgagee. If Mortgagor fails to keep the buildings insured Mortgagee may obtain the insurance. Within 30 days after notice and demand Mortgagor must insure the Property against war risk and any other risk reasonably required by Mortgagee.

BM

6. Mortgagor will keep the Property in reasonably good repair.

No sale or alteration

7. The Mortgagor may not, without the consent of Mortgagee, (a) alter, demolish or remove the buildings and improvements on the Property, or (b) sell the Property or any part of it.

Taxes, etc.

8. Mortgagor will pay all taxes, assessments, sewer rents or water rates within 30 days after they are due. Mortgagor must show receipts for these payments within 10 days of Mortgagee's demand for them.

ortgagee's ght to cure

9. Mortgagor authorizes Mortgagee to make payments necessary to correct a default of Mortgagor under Paragraphs 5 and 8 of this Mortgage. Payments made by Mortgagee together with interest at the rate provided in the Bond or Note from the date paid until the date of repayment shall be added to the Debt and secured by this Mortgage. Mortgagor shall repay Mortgagee with interest within 10 days after demand.

Statement of the mount due (estoppel)

10. Within five days after request in person or within ten days after request by mail, Mortgagor shall give to Mortgagee a signed statement of the amount due on this Mortgage and whether there are any offsets or defenses against the Debt.

Title

11. Mortgagor warrants the title to the Property. Mortgagor is responsible for any costs or losses of the Mortgagee if an interest in the Property is claimed by others.

Lien law section 13

12. Mortgagor will receive the advances secured by this Mortgage and will hold the right to receive the advances as a trust fund. The advances will be applied first for the purpose of paying the cost of improvement. Mortgagor will apply the advances first to the payment of the cost of improvement before using any part of the total of the advances for any other purpose.

Default, when full amount of debt due mmediately

13. Mortgagee may declare the full amount of the Debt to be due and payable immediately for any default.
The following are defaults:

(a) Mortgagor fails to make any payment required by the Bond or Note and Mortgage within 15 days of the date it is due;

(b) Mortgagor fails to keep any other promise or agreement in this Mortgage within the time set forth, or if no time is set forth, within a reasonable time after notice is given that Mortgagor is in Default;

(c) On application of Mortgagee, two or more insurance companies licensed to do business in New York State refuse to issue policies insuring the buildings and improvements on the Property;

(d) Mortgagor fails to make any payment required by any prior Mortgage;

(e) Mortgagor fails to keep any other promise or agreement in any prior mortgage.

Sale

14. If Mortgagor defaults under this Mortgage and the Property is to be sold at a foreclosure sale, the Property may be sold in one parcel.

Receiver

15. If Mortgagee sues to foreclose the Mortgage, Mortgagee shall have the right to have a receiver appointed to take control of the Property.

Payment of rent and eviction fter default

16. If there is a Default under this Mortgage, Mortgagor must pay monthly in advance to Mortgagee, or to a receiver who may be appointed to take control of the Property, the fair rental for the use and occupancy of the part of the Property that is in the possession of the Mortgagor. If Mortgagor does not pay the rent when due, Mortgagor will vacate and surrender the Property to Mortgagee or to the receiver. Mortgagor may be evicted by summary proceedings or other court proceedings.

Applicable law

17. Mortgagee shall have all the rights set forth in Section 254 of the New York Real Property Law in addition to Mortgagee's rights set forth in this Mortgage, even if the rights are different from each other.

Prior mortgages, defaults

18. If Mortgagor fails to make any payment on any prior mortgage when due, Mortgagee may make the payment. On demand the Mortgagor will pay to the Mortgagee the amount paid plus interest at the legal rate. Payments made by the Mortgagee and interest at the legal rate from the date of payment until the date of repayment shall be added to the Debt and secured by this Mortgage.

bordination

19. This mortgage is subject and subordinate to FIRST MORTGAGE BY INDYMAC IN THE AMOUNT OF SIX HUNDRED THOUSAND ($600,000.00) DOLLARS DATED MAY 20, 1999

19a. The Mortgagor shall have the right to prepay the mortgage in whole or in part at any time without penalty but with interest to the date of payment.

19b. The Mortgagor shall be responsible for the reasonable legal fees of the mortgagee in the event collection efforts are required to obtain payment.

Notices

20. Notices, demands or requests may be in writing and may be delivered in person or sent by mail.

No oral changes

21. This Mortgage may not be changed or ended orally.

Who is bound

22. If there are more than one Mortgagor each shall be separately liable. The words "Mortgagor" and "Mortgagee" shall include their heirs, executors, administrators, successors and assigns. If there are more than one Mortgagor or Mortgagee the words "Mortgagor" and "Mortgagee" used in this Mortgage includes them.

23. In the event that any payment on the mortgage is not received by the mortgagee within ten (10) days of the due date, the mortgagor shall pay a late charge of four (4%) percent of the payment then due.

24. In the event any fee or late charge in the mortgage or mortgage note exceeds legally permissible rate, then the fee or late charge shall be limited to the maximum permissible fee or late charge.

Signatures

The Mortgagor has signed this Mortgage as of the date at the top of the first page.

WITNESS

MORTGAGOR

Brian Mehling

BRIAN MEHLING

19549 PG750

STATE OF NEW YORK, COUNTY OF SUFFOLK ss:

On the 20 day of MAY 19 99, before me personally came

BRIAN MEHLING

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

NOTARY PUBLIC, STATE OF NEW YORK
NO. [illegible]
COMMISSION EXPIRES MARCH 22, 2001
QUALIFIED IN QUEENS COUNTY

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the

of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

Mortgage

SUBORDINATE

BRIAN MEHLING

TO

SUZANNE SETTLES

Dated MAY 20 1999

STATE OF NEW YORK

County of SUFFOLK

RECORDED ON THE

day of 19

at o'clock M.

in Liber of Mortgages

at Page and examined

CLERK

PLEASE RECORD AND RETURN TO:

LARRY B. WEISS, ESQ.
1900 HEMPSTEAD TURNPIKE, SUITE 200
EAST MEADOW, NEW YORK 11554